

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712941

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RunBuggy, Inc.		09/14/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RunBuggy OMI, LLC		
Street Address:	1377 Kettering Dr.		
City:	Ontario		
State/Country:	CALIFORNIA		
Postal Code:	91761		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5354937	RUNBUGGY	
CORRESPONDENCE DATA			
Fax Number:	2136297401		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2136297400		
Email:	TMDocket@afslaw.com		
Correspondent Name:	Anthony D Peluso c/o ArentFox Schiff LLP		
Address Line 1:	555 West Fifth Street, 48th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90013		
ATTORNEY DOCKET NUMBER:	041588.00000		
NAME OF SUBMITTER:	Anthony D. Peluso		
SIGNATURE:	/adpeluso/		
DATE SIGNED:	03/08/2022		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

WHEREAS, RUNBUGGY, INC, a Delaware corporation, herein "Assignor", is the owner of certain trademarks (herein "Trademarks") identified by Title in Exhibit A, attached hereto, which also identifies either the registrations or applications for registration of such Trademarks; and

WHEREAS, RUNBUGGY OMI, LLC, a California limited liability company, herein "Assignee", desires acquiring the entire right, title and interest in, to and under the said Trademarks and any registrations and applications for registration thereon;

WHEREAS, Assignor and Assignee are parties to that certain Agreement for Purchase and Sale of Assets, dated as of July 13, 2018, by and between Assignor and Assignee ("APA").

NOW, THEREFORE, in consideration of the receipt of the Purchase Price under the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Assignor, has sold, assigned, transferred, set over, and by these presents does sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said Trademarks identified in Exhibit A, and all rights in any country to any registration and application for registration thereon, including priority rights thereto pursuant to the International Convention for the Protection of Industrial Property, and to all renewals thereof, including the good will of the business to which these Trademarks relate; and hereby authorizes and requests the Commissioner of Patents & Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue registrations, to issue the registrations on the aforesaid applications to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument. The rights hereby sold and assigned include all causes of action for any and all previously occurring infringements and the right to receive and retain the damages relating to those infringements.

AND THE ASSIGNOR HEREBY warrants that said Trademarks are free and clear of any and all liens or other encumbrances, and that said Assignor has not pledged these trademarks or granted a security interest therein or licensed thereto, or otherwise transferred or extended to others rights thereto, and Assignor agrees to communicate to the said Assignee, its successors, legal representatives and assigns, any facts known respecting said Trademarks, and testify in any legal proceedings, sign all lawful papers, execute all applications and the like, make all rightful oaths or declarations, and generally do everything reasonable to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for said Trademarks in all countries.

AND THE ASSIGNOR FURTHER HEREBY AGREES that the terms of the APA, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property, including without limitation, the trademarks, are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

In the event of any conflict or inconsistency between the terms of the APA and the terms of this Domain Name Assignment, the terms of the APA shall govern.

IN TESTIMONY WHEREOF, an authorized representative of the Assignor and Assignee has signed and sealed this Assignment of Trademarks September 14, 2018

ASSIGNOR: RUNBUGGY, INC.,
a Delaware corporation

By: 
Name: Mark Hoyer
Title: CEO

ASSIGNEE: RUNBUGGY OMI, LLC,
a California limited liability company

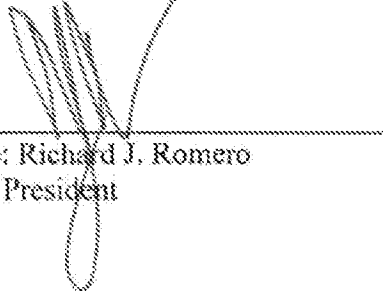
By: 
Name: Richard J. Romero
Title: President

Exhibit A
To
Trademark Assignment

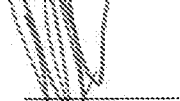
1. Trademark: RunBuggy
Serial No.: 87452112
Registration No.: 5354937
Registration Date: December 12, 2017
2. Any other trademarks owned by Assignor.

Initials: "ASSIGNOR"
RunBuggy, Inc.



Bryan Boye,
Director/CFO & Treasurer

"ASSIGNEE"
RunBuggy OMI, LLC



Richard J. Romero,
President